

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

BAHIA AMAWI

Plaintiff,

vs.

**PFLUGERVILLE INDEPENDENT SCHOOL
DISTRICT**; and

KEN PAXTON, in his official capacity as
Attorney General of Texas,

Defendants.

Case No. 1:18-cv-01091-RP

**NOTICE OF CONDITIONAL
STIPULATION TO INJUNCTIVE
RELIEF BETWEEN BAHIA AMAWI
AND PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT**

**PLAINTIFF BAHIA AMAWI AND DEFENDANT PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT'S CONDITIONAL STIPULATION REGARDING PENDING
PRELIMINARY INJUNCTION PROCEEDINGS**

Plaintiff Bahia Amawi and Defendant Pflugerville Independent School District (the "School District") hereby enter into the following conditional stipulation regarding the pending preliminary injunction proceedings, subject to Federal Rule of Evidence 408. This conditional stipulation is entered by these two parties alone and does not pertain to Defendant Ken Paxton.

Conditional Stipulation Terms

WHEREAS, the Plaintiff has named the School District as a defendant in this case;

WHEREAS, the Plaintiff and the School District agree that this legal dispute is attributable to Tex. Gov. Code § 2270.001 *et. seq*, which compels the School District to include certain language regarding boycotts of Israel in its agreements with contractors;

WHEREAS, the School District—though committed to following all applicable laws, including Tex. Gov. Code §2270.001 *et. seq*—takes no position at this time on the constitutionality of the law which gave rise to this litigation;

THEREFORE, Plaintiff Bahia Amawi and the School District hereby agree to the following:

STIPULATION: In the event that this Court, or any other with controlling authority over this dispute, invalidates or enjoins enforcement of Tex. Gov. Code § 2270.001 *et. seq.*, the School District will offer Plaintiff Bahia Amawi another contract to provide speech pathology services containing all the same terms as the contract the School District previously offered to the Plaintiff but for the provision required by Tex. Gov. Code §2270.001 *et. seq.* In the event that this Court, subsequent to invalidating or enjoining enforcement of Tex. Gov. Code § 2270.001 *et. seq.*, does not grant a permanent injunction or is reversed by an appellate court, Plaintiff Bahia and the School District agree that this Conditional Stipulation does not preclude in any manner the School District from complying with Tex. Gov. Code § 2270.001 *et. seq.* Without the parties taking a position on the availability of attorneys' fees in this matter, Plaintiff will not pursue attorneys' fees against the District for any events or activities prior to the District making a formal appearance in this suit.

Respectfully submitted,

Dated: January 8, 2019

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CERTIFICATE OF SERVICE

I affirm that, immediately after filing, this document will be served on the following counsel via the Court's ECF system.

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